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#### AGREEMENT BETWEEN

#### ANIMAL CONTROL OFFICERS GUILD

#### **AND**

#### KING COUNTY

These articles constitute an agreement, terms of which have been negotiated in good faith, between King County (the County) and the Animal Control Officers Guild (the Guild) collectively known as (the Parties). This agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

#### **ARTICLE 1: PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County, and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in R.C.W. 41.56.

#### **ARTICLE 2: GUILD RECOGNITION AND MEMBERSHIP**

**Section 1.** The County Council recognizes the signatory organization as representing their members whose department job classifications are listed in Article 7.

**Section 2.** It shall be a condition of employment that all employees covered by this agreement who are members of the Guild in good standing on the effective date of this agreement shall remain members in good standing and those who are not members in good standing on the effective date of this agreement shall, on the thirtieth day following the effective date of this agreement, become and remain members in good standing in the Guild, or pay to the Guild an agency/representation fees in lieu of membership. Any employee who fails to pay in full the sums due to the Guild will be subject to discharge.

It shall also be a condition of employment that all employees covered by this agreement and hired or assigned into the bargaining unit on or after the effective date shall, by the thirtieth day following the beginning of such employment, become and remain members in good standing in the Guild. Provided; employees who hold genuine religious beliefs or tenets which object to membership in the Guild may pay dues to one of the following charitable organizations:

Fred Hutchinson Cancer Research Center,

Children's Orthopedic Hospital, or

The American Heart Association of Washington.

Such employee shall also, at the Guild's request, be required to furnish proof to the Guild on a monthly basis that said sums have been paid to such charitable organization as described above. Any such employee who fails to pay the sums due to said charitable organization, or furnish proof of payment to the Guild, will be subject to discharge as otherwise provided for in this Section.

Any employee who does not contribute financial support to the Guild shall be required to pay all reasonable costs incurred by the Guild in the event it processes a grievance on such individual's behalf, including arbitration and court costs.

Section 3. Dues Deduction. Upon receipt of written authorization individually signed by a

bargaining unit employee, the County shall deduct from the pay of such employee the amount of dues as certified by the Secretary-Treasurer of the Guild and transmit the same to the Secretary-Treasurer of the Guild.

The Guild will indemnify, defend, and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Guild. The Guild agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence of error.

**Section 4.** The County agrees to provide suitable spaces for the Guild to use for a bulletin board. Postings by the Guild shall be confined to official business of the Guild. The Guild shall provide a copy of all postings to the County at least two hours in advance of posting, unless approved for immediate posting. All costs incident to preparing and posting of Guild material will be borne by the Guild. The Guild will be responsible for obtaining the board and maintaining it in an orderly and neat fashion. The Guild will remove all dated and unauthorized material.

**Section 5.** Designated members of the Guild's Grievance Committee shall, for the purposes of investigating and discussing grievances, have reasonable access to work areas and to the personnel records of Guild members.

**Section 6.** Such members of the Guild as may be designated by the Guild may be granted leave without pay from duty for Guild business such as attending labor conventions and educational conferences, provided that the total leave for this purpose does not exceed ten (10) working days in any calendar year and written approval from the County is obtained prior to the absence.

**Section 7.** Once each calendar year upon request, the County will provide the Guild with a current listing of all employees within the bargaining unit. The list shall include the name of the employee, the employees' classification, seniority within the employees' current classification, job location, and salary.

#### **ARTICLE 3: MANAGEMENT RIGHTS**

- **Section 1.** The Guild recognizes the prerogatives of King County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- **Section 2.** King County management has the right to schedule overtime work as required and consistent with requirements of public employment.
- **Section 3.** It is understood by the parties that every incidental duty connected with operations enumerated in the Classification Specification is not always specifically described.
- **Section 4.** The County reserves the right to discipline and discharge for just cause. King County reserves the right to lay off personnel for lack of work or funds; or for the occurrences of conditions beyond the control of the County; or when such continuation of work would be wasteful and unproductive. King County shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
- **Section 5.** No policies or procedures covered in this agreement shall be construed as delegating to others or as reducing or abridging the following County responsibilities:
- 1. The responsibility of the County for determining classifications, the status and tenure of employees, establishing rules, initiating promotions and disciplinary actions and certifying payrolls.
- 2. The responsibility of Department heads governed by Charter provisions, Ordinances, and Administrative Procedures and Rules for Career Service employees, which include, but are not limited to the following:
- **A.** To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- **B.** To relieve employees from duties because of lack of work, lack of funds, or for disciplinary reasons;
- **C.** To determine methods, means, and employees necessary for departmental operations;
  - **D.** To control the Departmental budget; and
  - E. To take whatever actions are necessary in emergencies in order to

assure the proper functioning of the department. **Section 6.** Nothing in this agreement shall be construed to delete from, add to, or otherwise restrict any provision of the King County Charter. Any provision or part of this agreement shall be void if found to be in conflict with the King County Charter. 

#### ARTICLE 4: HOLIDAYS

**Section 1.** All benefit eligible employees shall be granted the following holidays with pay as well as any day designated by public proclamation of the State as a legal holiday.

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	As officially observed by the County
Labor Day	First Monday in September
Veterans' Day	As officially observed by the County
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25th

**Section 2.** All employees may be required to work holidays. Such work shall be paid at the rate of two times the regular hourly rate of pay, plus eight hours holiday pay provided the employee does not exceed the maximum provided in Section 4.

**Section 3.** All work performed on a holiday shall be offered on a voluntary basis from among those employees who are scheduled to work during that period. If no volunteers, then work shall be offered by seniority to officers not scheduled to work. If there are not a sufficient number of volunteers, the work shall be assigned by inverse seniority from those scheduled to work.

**Section 4.** Employees shall be compensated for no more than ninety-six (96) hours of holiday time per year. Employees whose employment starts after January 1st will receive a prorated amount.

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#### **ARTICLE 5: VACATIONS**

**Section 1.** Benefit eligible employees shall receive vacation benefits as indicated in the following table:

		Full-time Equivalent	Annual Leave hourly accrual
Full Years of Service		Days	rate
Upon hire through end of Year	5	12	0.0462
Upon beginning of Year	6	15	0.0577
Upon beginning of Year	9	16	0.0616
Upon beginning of Year	11	20	0.0770
Upon beginning of Year	17	21	0.0808
Upon beginning of Year	18	22	0.0847
Upon beginning of Year	19	23	0.0885
Upon beginning of Year	20	24	0.0923
Upon beginning of Year	21	25	0.0962
Upon beginning of Year	22	26	0.1001
Upon beginning of Year	23	27	0.1039
Upon beginning of Year	24	28	0.1078
Upon beginning of Year	25	29	0.1116
Upon beginning of Year and beyond	26	30	0.1154

Benefit eligible employees with more than 6 months of continuous service will accrue vacation benefits on an hourly basis each pay period for compensated regular hours (i.e., vacation, sick leave, holiday, jury duty, military, bereavement). Vacation accrual shall date from the first of the month in which the employee commenced such continuous service. If such commencement date was the first working day of the month, the 6 months of service for vacation purposes shall date from the first of the month in which the service began.

Section 2. Vacation benefits for benefits eligible employees will be established based upon

the ratio of hours actually worked (less overtime) to a standard workweek.

**Section 3.** A benefit eligible employee may, at the County's discretion, be permitted to use up to one-half (1/2) of his/her accruing vacation as essential extension of used sick leave. If an employee does not work a full six (6) months, any vacation credit for sick leave must be reimbursed to the County upon termination.

**Section 4.** The County shall be responsible for scheduling the vacations of employees in such a manner as to achieve the most efficient functioning of the division for the County service. All vacation scheduling shall be done by seniority within each job description. The vacation bid list shall be introduced by December 1 for the upcoming year, to be completed by March 1st. Any vacation requested outside of this bidding period shall be approved or denied within fourteen (14) days of the request. No person shall be permitted to work for compensation for the County in any capacity during the time of paid vacation from the County service, without prior approval of the County, which shall not be unreasonably withheld.

Section 5. Any employee separating from County service who has not taken his earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation based on the pay rate in effect for each employee on their last day actually worked. When separation is caused by the death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Chapter 11, R.C.W. A person receiving pay in lieu of unused vacation may not be re-employed by the County in any capacity until a number of working days equal to the number of days of paid vacation has elapsed following the effective date of separation. Nothing in this Section shall be interpreted as preventing the County from filling a position vacated by separation immediately following the effective date of separation.

**Section 6.** Employees shall accrue up to a maximum of sixty (60) days vacation (i.e., 5/8 or 4/3 = 480 hours; 4/4 = 462 hours).

#### **ARTICLE 6: SICK LEAVE**

**Section 1.** Accrual rate: Employees eligible for leave benefits shall accrue sick leave at the rate of 0.04616 hours for each hour in a pay status exclusive of overtime up to a maximum of 8 hours per month, except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced service. An employee is not entitled to sick leave if not previously earned.

- **Section 2.** <u>Minimum Sick Leave Usage:</u> Sick leave may be used in one-half hour increments at the discretion of the appointing authority.
- **Section 3.** <u>Maximum:</u> There shall be no limit to the hours of sick leave benefits accrued by an employee.
- Section 4. Separation from Employment: Separation from or termination of County employment, except by reason of retirement, or lay-off due to lack of work, funds, efficiency reasons or separation for non disciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing, be separated for non-disciplinary medical reasons or be laid off, and return to the County within two years, accrued sick leave shall be restored, but the restoration shall not apply where the former employment was in a term limited temporary position.
- 4.1 Retirement and/or Death Benefit: Employees eligible to accrue sick leave and who have successfully completed at least five years of county service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided by Title 11 RCW, as applicable, an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings.
- Section 5. <u>Use prior to Unpaid Leave:</u> An employee must use all of his or her sick leave before taking unpaid leave for his or her own health reasons. If the injury is compensable under the county's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave would be paid or unpaid;

but when an employee chooses to take paid leave for family reasons he or she may set aside a reserve of up to eighty hours of accrued sick leave. An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his or her appointing authority.

- Section 6. <u>Uses of Sick Leave</u>: Sick leave shall be used for the following reasons:
- **6.1** The employee's bona fide illness; but an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;
  - **6.2** The employee's incapacitating injury, but:
- **A.** an employee injured on the job illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his or her worker's compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status;
- **B.** An employee who chooses to augment workers compensation payments with the use of accrued sick leave shall notify the workers compensation office in writing at the beginning of the leave;
- **C.** An employee may not collect sick leave and workers compensation for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County;
  - **6.3** The employee's exposure to contagious diseases and resulting quarantine;
- **6.4** A female employee's temporary disability caused by or contributed to by pregnancy and childbirth;
- **6.5** The employee's medical or dental appointments, provided that the employee's supervisor has approved the use of sick leave for such appointments;
- **6.6** To care for the employee's child if the child has an illness or health condition which requires treatment or supervision from the employee;
  - **6.7** To care for other family members, if:
    - A. the employee has been employed by the county for twelve months or more and has

worked a minimum of one thousand forty hours in the preceding twelve months;

- **B.** the family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and
  - **C.** the reason for the leave is one of the following:
- 1. the birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve months of the birth, adoption or placement;
- 2. the care of the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or
  - **3.** Care of a family member who suffers from a serious health condition.
- Section 7. <u>Family and Medical Leave:</u> An employee may take a total of up to eighteen weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in Sections 6.6 and 6.7 combined, within a twelve month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:
- **7.1** When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employees appointing authority.
- **7.2** An employee make take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family member of the employee; and
- 7.3 If an employee requests intermittent leave or leave on a reduced leave schedule, under Section 7.2 above, that is foreseeable based on planned medical treatment, the appointing authority may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

**Section 8.** <u>Use of donated leave:</u> Use of donated leave shall run concurrently with the eighteen work week family medical leave entitlement.

**Section 9.** The county shall continue its contribution toward health care during any unpaid leave taken under Section 7.

**Section 10.** Department management is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be required to substantiate the health condition of the employee or family member for leave requests.

**Section 11.** An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to bona fide layoff provisions, to:

- 11.1 the same position he or she held when the leave commenced; or
- 11.2 a position with equivalent status, benefits, pay and other terms and conditions of employment; and
  - 11.3 The same seniority accrued before the date on which the leave commenced.
- **Section 12.** Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from county service.
- **Section 13.** <u>Bereavement:</u> Regular full-time employees shall be entitled to three (3) working days of bereavement leave per calendar year, due to death of members of their immediate family.
- 13.2.1 Regular full-time employees who have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three (3) days for each occurrence when death occurs to a member of the employee's immediate family.
- **13.2.2** In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged.
- **13.2.3** For the purposes of Section 13, immediate family shall be defined as children, parents, siblings, grandchildren, grandparents and spouse or domestic partner of the employee and parents and siblings of the employee's spouse or domestic partner.

#### **ARTICLE 7: WAGE RATES**

**Section 1.** Effective January 1, 2004 wages in effect on December 31, 2003 shall be increased a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2002 - September 2003). Provided, the amount produced by application of the foregoing shall not be less than 2% or greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according to this formula.

**Section 2.** Effective January 1, 2005 wages in effect on December 31, 2004 shall be increased a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2003 - September 2004). Provided, the amount produced by application of the foregoing shall not be less than 2% or greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according to this formula.

**Section 3.** Effective January 1, 2006 wages in effect on December 31, 2005 shall be increased a factor equal to 90% of the increase in the CPI-W, All Cities Index (September 2004 - September 2005). Provided, the amount produced by application of the foregoing shall not be less than 2% or greater than 6%. This means that the wage rates in Addendum A shall be adjusted upward according to this formula.

**Section 4.** All new employees hired at Step 1 shall advance a Step on the Squared Salary Table Range listed in Addendum A after the successful completion of the six (6) month probation period. Advancement to subsequent steps will occur at twelve (12) month intervals.

**Section 5.** Members that are trained or are performing inspection duties shall receive a five (5%) percent premium above their base wage rate. It is acknowledged that Animal Control Sergeants have received this premium and it is incorporated in the wage grid above.

**Section 6.** Whenever an employee is assigned in writing by the Animal Control Chief or his/her designee to perform the duties of a higher classification he/she shall receive a wage increase of five (5%) above their regular rate or the first step of the pay range of the higher classification, whichever is greater, for the hours required to perform the duties of the higher classification.

**Section 7.** Field and Kennel staff whose work shifts begin between the hours of 6:00 p.m. and 6:00 a.m. will receive a differential of 50 cents per hour.

#### **ARTICLE 8: HOURS OF WORK / OVERTIME**

**Section 1.** Employees working a normal work schedule consisting of four (4) consecutive work days of eleven (11) hours each (exclusive of lunch period), followed by four (4) consecutive days off shall be subject to the following provisions:

A. The working hours of officers assigned to the field shall normally be between the hours of 6:00 a.m. and 12:00 midnight each day (eleven (11) consecutive hours, exclusive of lunch period), for which the regular hourly rate shall be paid; provided further that the County is authorized to establish a night shift to provide coverage for the hours between 10:00 p.m. and 6:00 a.m. All Animal Control Officers will rotate through this assignment. There will be no on-call officers when the night shift is in effect.

**B.** On-Call Night Procedure: In lieu of a night shift, the County may utilize an on-call system where officers assigned to the field respond to night emergencies as outlined below. On-call will be composed of at least two (2) officers. It may not exceed six (6) officers. The County will seek volunteers for on-call assignments.

Officers so assigned will take vehicles home and shall sign out of service status at the end of their regular work shift from their home. On-call status would be from the hour each officer's day shift ends to when the day shift begins the following day.

On-call officers will receive compensation as outlined in the bargaining agreement, Article 8, Section 4. A minimum of two (2) hours at the overtime rate shall be paid for each call out authorized by the County. If the actual time worked on the call-out exceeds two hours, the employee will be compensated for the actual hours worked at the overtime rate. On call officers will be paid on a portal-to-portal basis when called out. In addition, officers assigned to on-call duty will receive \$10.00 per on-call shift.

Officers so assigned to on-call must be able to respond to emergency calls from his or her residence within fifteen (15) minutes from the time of the call (TOC). The TOC is the time the officer receives a telephone call for an emergency or receives a page to respond to an emergency call. On-call officers must respond to emergency calls of injured animals, loose livestock, vicious animals at large which are endangering public safety (e.g., bite animals still at large where no owner is

present and the animal cannot be contained by someone on the scene, etc.), police impounds, and other calls deemed emergent by a supervisor.

On-call officers must refrain from the consumption of alcohol or medications which cause drowsiness and/or impaired vision while on call.

In the event that there are no volunteers for on-call duty, the County will assign officers by inverse classification seniority. Seniority will relate to the on-call areas established by the County so that seniority relates to those officers whose residences are within 15 miles of the on-call area. Officers are chosen by inverse seniority for each on-call area.

Officers responding to emergency calls after 2:00 a.m., or whose response to emergency calls extends past 2:00 a.m., are allowed to report to work on the following work shift no later than 10:00 a.m. If the officer works to the conclusion of his regular shift for that day, he or she will experience no loss of pay, vacation or compensatory time. In order to effectuate this provision, officer must obtain approval from Animal Control Chief in advance. The Chief shall consider the circumstances of the Call-Out and shall not withhold such approval unreasonably.

- C. The normal work hours shall be between the hours of 6:00 a.m. and 12:00 midnight for which the regular hourly rate shall be paid.
- **D.** Employees shall be required to work beyond their regularly scheduled workday at the direction of the supervisor, however all hours worked in excess of eleven (11) hours shall be paid at one and one-half times the employee's regular rate of pay.
- **E.** The working shifts of personnel assigned to the shelter shall normally start between the hours of 6:00 a.m. and 12:00 noon or 6:00 p.m. and 12:00 midnight, eleven (11) consecutive hours, exclusive of lunch periods.
- **F.** An employee shall be required to work beyond eleven (11) hours per day at the direction of his/her supervisor, however all hours worked in excess of eleven (11) hours shall be paid at one and one-half times the employee's regular rate of pay.
- **Section 2.** Employees working a schedule of five (5) eight (8) hour days per week (exclusive of lunch period), Sunday to Thursday or Tuesday to Saturday or Monday to Friday, shall be subject to the following provisions:

- **A.** The normal work hours shall be between the hours of 6:00 a.m. and 12:00 midnight for which the regular hourly rate shall be paid.
- **B.** Employees shall be required to work beyond eight (8) hours per day at the direction of his/her supervisor, however all hours worked in excess of eight (8) hours in a day or 40 hours in a week shall be paid at one and one-half times the employee's regular rate of pay.
- **Section 3.** Shelter Sergeants working a schedule of four (4) ten (10) hour days per week followed by 3 consecutive days off (exclusive of lunch periods) shall be subject to the following provisions:
- **A.** The normal work hours shall be between the hours of 6:00 a.m. and 12:00 midnight for which the regular hourly rate shall be paid.
- **B.** Employees shall be required to work beyond ten (10) hours per day at the direction of their supervisor. However, all hours worked in excess of ten (10) hours shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay.
- **Section 4.** Overtime: Overtime shall be paid for all hours actually worked in excess of forty (40) in a week or for hours actually worked in excess of 11 hours in one shift for those on a four/eleven shift and for those hours worked in excess after ten hours for those on a four/ten schedule. (Those 40 hours would not include time spent on vacation, sick leave, holiday or other leaves of absence.)

Overtime shall be classified into two categories - voluntary and mandatory. Voluntary overtime is defined as work beyond an employee's regularly assigned work schedule which can be reasonably anticipated in advance, based on knowledge of employee absences, business need, etc. Voluntary overtime will be offered on the basis of classification seniority within the categories of field and shelter work. Mandatory overtime is defined as work beyond an employee's regularly assigned work schedule which is required to meet the business needs of the program and which could not be anticipated. An employee shall be required to work beyond their regular schedule, however, the County will attempt to assign mandatory overtime on the basis of reverse classification seniority within the applicable job category.

Section 5. Schedule Change: The County shall notify employees of a schedule change at

least fourteen (14) calendar days prior to the effective date of the change, provided that the County may temporarily assign an employee to fill vacancies created by unscheduled employee absences.

Section 6. Court Time: An employee required to appear in court on a regularly scheduled day off shall be compensated for a minimum of four (4) hours at the regular straight time rate (except as provided elsewhere). An employee required to appear in Court prior to or following a regular shift shall be compensated as set forth in Section 4 of this Article. The County, in scheduling daily shifts, shall arrange shift hours to cover court time whenever possible. Should this result in a change in an employee's scheduled hours, he/she shall be notified of such change no later than the end of the employee's working day prior to the court date.

**Section 7.** <u>Compensatory Time:</u> If requested by the employee, compensatory time off shall be granted in lieu of overtime pay only upon authorization by the Division Manager or designee and shall be earned at one and one half (1-1/2) times the regular rate of pay.

Accrued compensatory time will be administered pursuant to the King County Personnel Guidelines.

**Section 8.** <u>Job Bidding to Fill Shift Assignments:</u> Employee shift assignments will be filled on the basis of seniority, subject to the following:

- **A.** Field personnel will be afforded preference in assignment to 4-on/4-off or 5-on/2-off work schedules on the basis of seniority, semi-annually for field assignments.
- **B.** Shelter personnel will be afforded preference in assignment to 4-on/4-off or 5-on/2-off and 4-on/3-off work schedules on the basis of seniority, semi-annually for shelter assignments.
- **C.** Field personnel may bid on any vacancy in shelter assignments as they occur on a seniority basis.
- **D.** Shelter personnel may bid on any vacancy in field assignments as they occur on a seniority basis.
- **E.** The County has the right to determine the schedules for employees in order to provide services to the public, but will attempt to assign at least 50% of the field staff to a "4-on and 4-off" schedule.

F. For the purposes of this Section, seniority shall be defined as total length of service with the County in the Animal Control Division. **G.** Management may alter the work schedule of employees to accommodate the changes in work schedule resulting from the job bidding. **H.** There will be a limit of two (2) bids for resultant vacancies. 

#### ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

**Section 1.** King County presently has in effect group medical, dental, and life insurance plans for its employees, and agrees to maintain participation in the plans as determined by the insurance committee or its successor. The Guild is entitled to participate as a member of the insurance committee.

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#### **ARTICLE 10: MISCELLANEOUS**

**Section 1.** Any employee elected or appointed to a Guild office which requires a part or all of his/her time may be given a leave of absence without pay for up to one year upon application.

**Section 2.** <u>Mileage Reimbursement:</u> All employees who have been authorized to use their own transportation on County business, including court time on days off, shall, in addition to other compensation, be reimbursed at the mileage rate established by County ordinance as it may be amended.

#### Section 3. Vehicles and Their Usage:

- **A.** Vehicles shall be parked at the appropriate authorized County facility at the end of an employee's shift.
- **B.** The County shall have sole discretion in the assignment of vehicles including, but not limited to, which person(s) shall be assigned vehicles for the purpose of providing emergency coverage outside of normal scheduled work hours.
- C. Vehicles assigned under subsection (b) hereof may be parked at the employee's residence overnight, provided it is so authorized by the County.
- **D.** Employees assigned the use of County vehicles will utilize such vehicles in compliance with County policies, rules and regulations.
- **E.** All of the provisions set forth in this Section and the application of same are at the sole discretion of the Appointing Authority and are not subject to the provisions of Article 11, beyond Step 2.
- **Section 4. Training:** The County may provide employees release time to attend training programs that will be beneficial to their job performance. Notice of such training opportunities as deemed appropriate by the County will be made available to all employees. If the County requires attendance at such training programs, the County will compensate employees and pay expenses incurred.

#### **ARTICLE 11: SETTLEMENTS OF DISPUTES**

**Section 1.** <u>Definition:</u> Grievance - a dispute as to the interpretation or application of an express term of this Agreement.

**1.1** <u>Grievance/Arbitration:</u> The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article. The Guild and Employer agree to act promptly and fairly in all grievances.

The existing wage structures are not to be subjected to the provisions of this Article for determination or alteration.

By written mutual agreement the parties may extend the timelines contained in this Article.

The Guild shall not be required to press employee grievances if, in the Guild's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of Boards and Arbitrators, the Guild shall be the exclusive representative of the employee(s) covered.

The processing, disposition and/or settlement by and between the Guild and the Employer of any grievance or other matter shall, except as in the preceding paragraph provided, be absolute and final and binding on the Guild and its members, the employee(s) involved and the Employer. Likewise, as to hearings and the final decisions of a Board or Arbitrator.

An Arbitrator shall have no power to add or to subtract from or to disregard, modify or otherwise alter any terms of this or any other agreement(s) between the Guild and Employer or to negotiate new agreements. Arbitrator's powers are limited to interpretations of a decision concerning appropriate application of the terms of this Agreement or other existing pertinent agreement(s), if any. Regardless of outcome, each party to an arbitration proceeding shall bear the full cost of its representatives and witnesses.

Step One: Chief of Animal Control: Should a matter coming to the knowledge of the Guild or the Employer, give rise to a grievance, such shall be submitted in writing to the Guild by the Employer, or to the Employer by the Guild, within fourteen (14) calendar days of the occurrence. The written grievance must include the nature of the grievance, the provision of the agreement that has been violated, and the personal remedy sought. The Chief of Animal Control shall make a

written decision available to the aggrieved employee within twenty (20) calendar days.

**Step Two: Division Manager:** If the grievance has not been satisfactorily resolved, the employee and the Guild representative may within fourteen (14) calendar days of the receipt of the step one decision present the grievance in writing to the Division Manager or designee for investigation, discussion and reply. The Division Manager shall make a decision available to the aggrieved employee and the Guild within fourteen (14) calendar days.

Step Three: If, after thorough evaluation, the decision of the Division Manager has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Labor Relations Manager or his/her designee for review. The Labor Relations Manager or his/her designee may request information in addition to that in the grievance file, and shall determine the scope and method of review. The Labor Relations Manager or his/her designee shall render a decision within ten (10) working days of his/her receipt of the grievance file. If the Labor Relations Manager or his/her designee fails to so issue, the Guild may proceed to Step 4 of this grievance procedure.

**Step Four:** If within fourteen (14) calendar days of the date of response provided in Step 3 the matter has not been resolved the grievance may be submitted to Arbitration. If Arbitration has been timely requested the parties may with mutual consent attempt grievance mediation. The process will use a mutually acceptable mediator and conclude within 30 days after the mutual request.

Should arbitration be necessary either after an attempt to mediate the dispute or directly after Step 2, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a panel of five arbitrators furnished by the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Guild, each alternatively striking a name from the list until only one name remains. The Guild shall be first to strike from the list. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may be arbitrated which the County, by law, has no authority over, has no authority to change, or has been delegated to

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grievance process.

#### **ARTICLE 12: DISCHARGE AND SUSPENSION** No employee(s) shall be disciplined except for just cause. Following management's notice of intent to suspend or discharge, a pretermination/suspension (Loudermill) hearing shall be held within (10) working days, unless otherwise mutually agreed to by the parties. A decision shall be rendered within ten (10) days of the hearing, unless otherwise mutually agreed to by the parties. Grievances arising as a result of any such investigations shall be settled in accordance with the provisions of Article 11 Settlements of Disputes. Employees may request removal of a letter of reprimand after twelve months.

#### **ARTICLE 14: REDUCTION IN FORCE AND REHIRE**

Employees laid off as a result of a reduction in force shall be laid off according to seniority within classification, with the employee with the least time being the first to be laid off. In the event there are two or more employees eligible for layoff within the division with the same classification and seniority, the County will determine the order of layoff based on employee performance.

Recall rights to the classification from which an employee has been laid off shall expire two (2) years from the date of layoff.

Employees laid off according to this Article will be eligible for rehire into positions of the same classification according to seniority. This is, the employee laid off last will be the first rehired.

#### **ARTICLE 15: CLOTHING AND EQUIPMENT**

**Section 1.** Animal Control Officers shall be provided footwear, uniforms, coveralls, raincoats, winter coats and other protective clothing as determined by the department to be necessary for the performance of the job responsibilities. Proper upkeep of clothing is the responsibility of the employee. Necessary clothing replacement of up to four (4) pants, four (4) shirts and one (1) pair of boots shall be provided annually as necessary at no cost to the employee. Employees may purchase their own pants and boots in the quantities specified above. The County will reimburse employees up to \$145.00 per pair of boots and up to \$60 per pair of pants. Reflective tape or other suitable material will be provided in order to ensure maximum visibility of officers.

Clothing items necessary to perform job responsibilities shall be determined by the County. Such determination shall take into account budget considerations, seasonal needs, responsibilities of job category, etc. Twice yearly, the County shall facilitate an inventory and assessment of clothing needs for the upcoming 6-month period. The County will make a good faith effort to have the assessment completed and clothing purchases determined within one calendar month. To the extent possible, the County will attempt to facilitate purchase of standard items centrally through an identified vendor. Purchases which can be expedited through the employee reimbursement process may be completed. In such case, purchase and reimbursement shall be approved in advance by the Chief of Animal Control and processing of reimbursement shall be expedited to the extent possible.

**Section 2.** The County will provide each officer with equipment which is to be maintained by each officer and returned to the County upon termination of employment. Failure of such shall result in a loss in pay equal to the value of replacing the equipment.

**Section 3.** Each Animal Control vehicle may be equipped with one (1) .22 caliber or equivalent rifle. Provided, however, that firearms will not be issued or assigned to a vehicle unless the officer has first completed firearms training and provided further that issuance of firearms shall be at the discretion of the Chief of Animal Control. Such training and provision of ammunition shall be provided by management in accordance with established practices.

#### **ARTICLE 16: WAIVER CLAUSE**

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. All letters of understanding executed prior to the signature date of this agreement which have not been incorporated into this Agreement are null and void. Therefore, the County and the Guild, for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

#### **ARTICLE 17: SAVINGS CLAUSE**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions of this Agreement hereof; provided however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

#### **ARTICLE 18: WORK STOPPAGES**

Section 1. The County and the Guild agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred contrary to the provisions of this Agreement. Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the County if the employee presents satisfactory reasons for the absence within three (3) calendar days of the date the automatic resignation became effective.

**Section 2.** Upon notification in writing by the County to the Guild that any of its members are engaged in a work stoppage, the Guild shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Guild shall publicly order such employees to cease engaging in such a work stoppage.

- **Section 3.** Any employee who commits any act prohibited in this Section will be subject in accord with the County's personnel guidelines to the following action or penalties.
  - **A.** Discharge
  - **B.** Suspension or other disciplinary action as may be applicable to such employee.

ARTICLE 20: PERSONAL APPEARANCE **Section 1.** Appearance: Employees covered by this agreement are required to present an acceptable appearance and attitude to the general public as an essential extension of their job function. In order to retain and maintain this acceptability with the general public, employees shall be required to conform to the following appearance standards: Section 2. Sideburns: shall be neatly trimmed and shall not extend below bottom of the Section 3. Hair: shall be kept neatly trimmed and shall not extend below the top of the ears nor below the top of the collar line. Female employees may have long hair. **Section 4. Mustaches:** shall be neatly trimmed and shall not extend beyond or below the **Section 5.** Uniforms: shall be kept in such a manner as to reflect a neat and clean **Section 6. Beards:** shall be allowed provided that at least seven (7) days' written notice of intent to grow a beard is given to the Chief of Animal Control; and further provided that the employee begins growing the beard during his vacation or on the first day of his four (4) days off.

#### **ARTICLE 21: USE OF VOLUNTEERS**

Section 1. It is the intent of the parties to allow the limited use of volunteers to provide support for the functions of King County Animal Control while assuring that bargaining unit work is performed only by bargaining unit members. Further, in order to provide harmonious relations between bargaining unit members and volunteers, the Department will provide each volunteer training prior to any assignments so that they understand their limited role. Volunteers will also be provided some type of identification or uniform that clearly distinguishes them from regular employees. Volunteers shall be supervised at all times by the Community Relations Coordinator in conjunction with shelter sergeant(s) and/or Animal Control Management Staff. The Community Relations Coordinator, in cooperation with Animal Control Management Staff and Shelter Sergeants, will normally coordinate volunteer activities regarding community events as authorized in this Article, Volunteers may perform the following tasks:

#### 1. Photographing Dogs and Cats Available for Adoption/Redemption:

Designated volunteers shall report to the Shelter Supervisor to digitally record animals available for adoption/redemption. These photos will be used to enhance the King County Animal Control Web Page, and/or Petshelter web page. Photos of animals, including those available for adoption/redemption, will be used to promote the services of KCAC, and will be used on the King County Animal Control web site, the Petshelter web site, and in other venues intended to facilitate pet adoption, redemption, licensing or community education. Shelter Sergeants shall assign a bargaining unit member to transport the animals from the shelter to the fixed site where they will be photographed. Photographing animals will occur on Sunday afternoons and Wednesday afternoons, or other times designated by the County.

2. Meet and Greet Customers and the Public: Volunteers may assist visitors to the shelters and direct them to the appropriate staff person for assistance. Duties are limited to handing out brochures, application forms, client feedback surveys, showing them the lost and found pet listings and directing them to the appropriate line. Volunteers shall not be permitted behind the counter for purposes of meeting and greeting customers. There shall be no more than two volunteers performing this function at any time.

3. Bathe and Groom Dogs and Cats: Volunteers may bathe and groom dogs and cats. They shall report to the Shelter Sergeant and work under his/her supervision. The Sergeant shall determine which animals to bathe or groom. Transport of animals to and from the bathing tub shall be performed by bargaining unit members. The Shelter Sergeant shall assign a bargaining unit member to do this transporting.

- **4. Foster and Rescue Volunteers:** Volunteers, working under the direction of the Shelter Sergeant, Volunteer Coordinator and/or the pet adoption counselors, may assist in the foster/rescue of animals under the program as it currently exists as of the date of execution of this agreement. Provided, the program shall comply with all ordinances, laws and regulations pertaining to private placement and rescue programs.
- 5. The Adoptathon: Volunteers may be utilized to assist in the Adoptathon and other such special community events.

Volunteers may exercise animals, including performing such tasks as walking dogs, playing with cats, and other activities designed to provide stimulation and activity for purposes of promoting good animal health and positive behavior.

**Section 2.** Volunteers shall be permitted to do only those duties specifically stated herein. It is the County's responsibility to insure that only the listed duties are performed. In the event that a volunteer does perform duties beyond those listed herein, regardless of the number of times or the duration, such performance shall not constitute a past practice of an expansion of the permissible duties of a volunteer.

**Section 3. Dispute resolution:** The parties agree to meet on a quarterly basis to review the use of the volunteers and to resolve any issues regarding the appropriate use of the volunteers. If the parties are unable to resolve the issues a grievance may be filed.

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1	ARTICLE 22: EFFECTIVE DATE	E AND DURATION								
2	Section 1. This Agreement an	nd each of its provisions, unles	ss otherwise stated, shall become							
3	effective on January 1, 2004, and shall continue in full force and effect through December 31, 2006.									
4	Contract negotiations for the year 2007 may be initiated by either party by providing to the other									
5	party written notice of its desire to begin negotiations, provided that such negotiations may not									
6	commence sooner than May 15, 2006	).								
7	The parties agree that either th	ne County or the Guild may re	open the agreement to negotiate							
8	the following: Article 7 for the purpo	ose of negotiating 2006 wages,	Article 8 to address impacts of							
9	scheduling changes and Article 21 in	its entirety.								
10										
11	APPROVED this	day of	, 2004							
12										
13										
14										
15		Ву								
16		King County E	xecutive							
17										
18	SIGNATORY ORGANIZATION:									
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22	Animal Control Officers Guild									
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#### ADDENDUM A (2004 Squared Table)

Union Code: ACOG

Pet Adoption Counselor Range 35									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$14.6421	\$15.3522	\$15.7207	\$16.0980	\$16.4844	\$16.8800	\$17.2851	\$17.6999	\$18.1247	\$18.5597

Animal Control Officer Range 41									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$16.8812	\$17.6999	\$18.1247	\$18.5597	\$19.0051	\$19.4612	\$19.9283	\$20.4066	\$20.8964	\$21.3979

Animal Control Sergeant Range 47									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$19.4627	\$20.4066	\$20.8964	\$21.3979	\$21.9114	\$22.4373	\$22.9758	\$23.5272	\$24.0919	\$24.6701

Veterinarian Technician Range 41									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$16.8812	\$17.6999	\$18.1247	\$18.5597	\$19.0051	\$19.4612	\$19.9283	\$20.4066	\$20.8964	\$21.3979